

Exhibit “A”

LIGHTMAN & MANOCHI

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Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**AMERICAN ENVIRONMENTAL
ENTERPRISES, INC., d/b/a
THESAFETYHOUSE.COM**

Plaintiff,

v.

**MANFRED STERNBERG, ESQUIRE,
and MANFRED STERNBERG &
ASSOCIATES, PC, and CHARLTON
HOLDINGS GROUP, LLC, and
SAMUEL GROSS a/k/a SHLOMO
GROSS, and GARY WEISS,
and ASOLARDIAMOND, LLC a/k/a,
ASOLAR. LLC, and DAPHNA
ZEKARIA, ESQUIRE, and SOKOLSKI
& ZEKARIA, P.C.**

Defendants.

CIVIL ACTION

No. 2022-cv-00688 (JMY)

**AMENDED NOTICE OF DEPOSITIONS OF DAPHNA ZEKARIA, ESQUIRE
AND SOKOLSKI & ZEKARIA, P.C.
(WITH REQUEST FOR PRODUCTION OF DOCUMENTS)**

TO: (1) Daphna Zekaria, Esquire, individually and as the
(2) Designated representative of and SOKOLSKI & ZEKARIA, P.C.
c/o Patrick J. Healey, Esquire (VIA EMAIL: phealey@rebarkelly.com)
c/o Cathleen Kelly Rebar, Esquire (VIA EMAIL: crebar@rebarkelly.com)

cc: all interested counsel and/or parties:

- (3) Seth Laver, Esquire (VIA EMAIL: slaver@goldbergsegalla.com)
- (4) Sam Gross (VIA EMAIL charltonholdinggroupllc@aol.com and Scg1212@gmail.com and publicdiamonds@gmail.com and Samrosinc@icloud.com)
- (5) Gary Weiss, individually and for ASOLARDIAMOND, LLC (VIA EMAIL: wgary4109@gmail.com and monipair@aol.com)

cc: Tate & Tate Court Reporters (VIA EMAIL: tina@tate-tate.com)

PLEASE TAKE NOTICE that plaintiff American Environmental Enterprises, Inc. d/b/a TheSafetyHouse.Com (“Plaintiff” or “TSH”), through its counsel, shall take the oral depositions of the defendants DAPHNA ZEKARIA, ESQUIRE (“Zekaria), both individually and as the designated representative of defendant SOKOLSKI & ZEKARIA, PC. (“S&Z”) (Zekaria & S&Z collectively are referred to as the “Zekaria defendants”), pursuant to Rule 30 *et seq* of the Federal Rules of Civil Procedure. The depositions shall take place in-person in the President’s Board Room at the Country House at Bluestone Country Club, 711 Boehms Church Road, Blue Bell, PA 19422, beginning on **Tuesday, April 2, 2024, commencing at 10:00 a.m.** (as respects Zekaria); and **commencing at 1:00 p.m.** (as respects S&Z). The depositions above shall continue from day to day thereafter, until all of the depositions noticed hereunder are completed. Each deposition will be conducted upon oral examination, before a Notary Public, Court Stenographer, or such other officer authorized by law to administer oaths. The depositions may be videotaped.

The matters to be inquired into as respects defendant S&Z include the following:

- (1) Communications with defendants Sam Gross and/or Charlton Holding Group, LLC’s (collectively, the “Gross Defendants”), in connection with or concerning the purchase of iHeath Covid-19 Antigen Rapid two-pack Test Kits or any other Covid-19 Test Kits (the “Test Kits” or “iCovid Test kits” or “Covid Test Kits”), or funding or wire transfers concerning same,

including the acquisition or delivery of any of those Test Kits, at any time from January 1 2021, through the present.

(2) Communications with defendants Manfred Sternberg or Manfred Sternberg & Associates, P.C. (collectively the “Sternberg Defendants”) in connection with or concerning the purchase of iCovid Test Kits, or funding or wire transfers concerning same, including the acquisition or delivery of any of those Test Kits, at any time from January 1 2021, through the present.

(3) Communications with defendants Gary Weiss {“Weiss”) or ASOLARDIAMOND, LLC (“ASD”) (Weiss and ASD collectively are referred to as the “Weiss Defendants”) in connection with or concerning the purchase of iCovid Test Kits, or funding or wire transfers concerning same, including the acquisition or delivery of any of those Test Kits, at any time from January 1 2021, through the present.

(4) Communications with anyone in connection with or concerning Plaintiff’s request in January 2022 to purchase Covid Test Kits, or any wire transfers, in connection with or concerning any of said Test Kits, including the acquisition or delivery of any of those Test Kits.

(5) The “Sale and Purchase Agreement” (the “Sale Agreement”) attached as Exhibit “1” to Plaintiff’s First Amended Complaint (the “Complaint”), including the terms and conditions contained in the Sale Agreement, and the practical operation of the Sale Agreement.

(6) Any and all wire transfers or other transfers of funds from either of the Sternberg Defendants, to either of the Zekaria Defendants, in connection with or concerning the purchase of iCovid Test Kits, including the acquisition or delivery of any of those Test Kits, or funding or wire transfers concerning same, including plaintiff’s purchase thereof, or VRC Medical Supplies’

(“VRC”) purchase thereof, or any other customer’s purchase thereof, at any time from January 1 2021, through the present.

(7) Any and all wire transfers or other transfers of funds from either of the Zekaria Defendants, to any of the defendants or anyone else, in connection with or concerning the purchase of iCovid Test Kits, including the acquisition or delivery of any of those Test Kits, or funding or wire transfers concerning same, including plaintiff’s purchase thereof, or VRC’s purchase thereof, or any other customer’s purchase thereof, at any time from January 1 2021, through the present.

(8) Any and all wire transfers or other transfers of funds from either of the Zekaria Defendants to, or any communications that either of the Zekaria Defendants had with: (a) Aaron Schlesinger, Esquire, or his law firm, or (b) Seth Laver, Esquire or his law firm, or (c) Patrick Healey, Esquire, or his law firm, or (d) Ron Kuby, Esquire, or his law firm, or (e) Stacey Richman, Esquire, or her law firm, or (f) any other attorney or law firm providing legal services or advice to any of the defendants in this lawsuit.

(9) Any and all wire transfers or other transfers of funds from either of the Zekaria Defendants to or from, or any communications that either of the Zekaria Defendants had with: (a) Belco Distributors; and/or (b) Nail & Beauty, LLC; and/or (c) VRC Medical Supplies, or Randy Adler, Esquire, or William Berman, Esquire; and/or (d) Nationwide Medical Services; and/or (e) Yuba County Schools; and/or (f) El Monte Unified School District; and/or (g) Hand Safety LLC; and/or (h) DKW Consulting LLC, or David Wright, or ROI Global Partners, LLC; and/or (i) George Gianforcaro; and/or (j) George Carcia-Menocal, Esquire; and/or (k) Daniel Rodin; and/or (l) any other customer of Test Kits or any attorney therefor; and/or (m) any other person who made any claim against Manfred Sternberg or any of the other defendants for money wired or delivered to Sternberg that Sternberg initially refused to return.

(10) The lawsuit styled Nail & Beauty, LLC v. VRC Medical Services Inc et als, NY Supreme Court, Nassau County, Index no. 60424/2022 (the “NY Fraud Lawsuit”), and the underlying facts of said NY Fraud Lawsuit, and the defenses raised by any of the defendants in the NY Fraud Lawsuit.

(11) Any and all communications to or from Randy Adler, Esquire, or William Berman, Esquire, pertaining to their client’s purchase of iCovid test kits or their claims relating thereto, and any settlement discussions of the claims of any of their client(s), and the liquidation of gemstones if their client does not receive the Test Kits.

(12) The transfer or wiring of any funds to any of the Zekaria Defendants, between January 20, 2022, and the present, including, but not limited to: (a) the \$1,911,960.00 Sternberg wired to Zekaria on or about February 4, 2022; and (b) the \$250,000.00 wired to Zekaria on or about February 15, 2022; and (c) the \$190,000.00 wired to Zekaria on or about February 25, 2022.

(13) The transfer or wiring of any funds from any of the Zekaria Defendants, to any of the Weiss Defendants, between January 20, 2022, and the present, including, but not limited to: (a) the \$1,246,960 S&Z wired to Weiss or ASD on or about February 7, 2022; and (b) the \$130,000 S&Z wired to Weiss or ASD on or about February 15, 2022; and (c) the \$70,000 S&Z wired to Weiss or ASD on or about February 25, 2022.

(14) The wiring or other transfer of any funds from any of the Zekaria Defendants, to any of the Gross Defendants, between January 20, 2022, and the present, including, but not limited to: (a) the 35% portion of the \$1,911,960.00 Sternberg wired to Zekaria on or about February 4, 2022, to which Weiss and Gross and Zekaria agreed that Gross would be entitled to 35% (as memorialized in document DZ-000001, produced by counsel for the Zekaria Defendants at the Weiss deposition on February 16, 2024); and (b) any other funds wired or given to any of the

Weiss Defendants; and (c) any other funds wired or given to Stacey Panagakos or Taylor Panagakos, or anyone else for or on behalf of Gross.

(15) Any communications or other money received by or given to any of the Zekaria Defendants, in connection with the “street money Vig” referred to by Gross in the document marked as Deposition Exhibit GW-13 at the 2/16/24 deposition of Weiss.

(16) Any communications or other money received by or given to any of the Zekaria Defendants, in connection with loansharking or any other loan transactions that Gross refers to when he states to Zekaria that “your clients and even you had been collecting and benefiting from me for almost 6 months now. And still collecting as of yesterday...” referred to by Gross in the document marked as Deposition Exhibit GW-13 at the 2/16/24 deposition of Weiss.

(17) Any communications or documents relating to the “meeting ...at the hotel” referred to by Gross in the document marked as Deposition Exhibit GW-13 at the 2/16/24 deposition of Weiss.

(18) Zekaria’s receipt of four diamonds or other diamonds or gems from Weiss at the Starbucks in New York City in February or March of 2022, and Zekaria’s subsequent retention or disposition of any of same.

(19) The current whereabouts of the four diamonds given to Zekaria at the Starbucks, and any of the other Gemstones.

(20) Any and all communications involving any and all collateral, including but not limited to, diamonds or gems (collectively the “Gemstones”), delivered by any of the Weiss Defendants to any of the any of the Zekaria Defendants and/or the Gross Defendants and/or the Sternberg Defendants.

(21) The current status of any and all funds delivered by plaintiff or by any potential purchaser, directly or indirectly, to any of the Zekaria Defendants and/or any of the other defendants, for the purchase of Test Kits, whether for plaintiff or any other person or entity.

(22) The time, place and manner of delivery of any Test Kits to plaintiff or VRC or any other purchaser of same, between January 1, 2022 and the present.

(23) The contact information of the person holding himself out as or known by the name “Shraga,” and said person’s involvement in the purchase or delivery of any Covid Test Kits.

(24) The efforts made by any defendant to locate and/or purchase iCovid Test Kits.

(25) Any of the Bills of Lading pertaining to the delivery of any Test Kits, to plaintiff or to anyone else.

(26) Any and all communications with any common carriers as respects the shipment of any of the iCovid test kits.

(27) Any lawsuits or other claims made by any purchaser as respects their failure to timely get, or to get, the iCovid test kits that they purchased.

(28) The \$1,965,600.00 (the “Purchase Price”) wired on 1/21/22 by plaintiff to the attorney escrow account of the Sternberg Defendants to purchase 151,200 Test Kits, and the current whereabouts of and subsequent disposition of the Purchase Price.

(29) The \$2,449,440.00 (the “VRC Purchase Price”) wired on 1/19/22 and 1/20/22 by VRC to the attorney escrow account of the Sternberg Defendants to purchase 204,120 Test Kits, and the current whereabouts of and subsequent disposition of the VRC Purchase Price.

(30) Any communications with Available Movers & Storage, relating to the transportation, storage, or delivery of the iCovid Test Kits.

(31) Any payments made to Available Movers & Storage, relating to the transportation, storage, or delivery of any iCovid Test Kits.

(32) Any communications with or payments made to “Levon” or “Zadik” or “Mask & Eldiven” including relating to the purchase, transportation, or delivery of any iCovid Test Kits.

(33) The formation of CHG, and its bank accounts and other assets, and its personnel and operations, any and all tax returns filed by or for CHG.

(34) The formation of ASD and its bank accounts and other assets, and its personnel and operations, any and all tax returns filed by or for ASD.

(35) Any communications by and among any of the defendants, pertaining to any of the matters relating to this dispute.

(36) Any communications with or payments made to Stacey Panagakos, and/or any of her bank accounts, and/or her involvement on any of the matters involved in this dispute, and/or her receipt of any funds from or on behalf of any of the defendants.

(37) Any communications with or payments made to Taylor Panagakos, and/or any of her bank accounts, and/or her involvement on any of the matters involved in this dispute, and/or her receipt of any funds from or on behalf of any of the defendants.

(38) Any communications with or payments made to Robert Sokolski, and/or any of his bank accounts, and/or his involvement on any of the matters involved in this dispute, and/or his receipt of any funds from or on behalf of any of the defendants., and/or his involvement for or representation of any of the Weiss Defendants or any of the Gross Defendants, or any entity in which either of them have any interest.

(39) Any communications with or payments made to Mirtha Pantoja, and/or any of her bank accounts, and/or her involvement on any of the matters involved in this dispute, and/or her receipt of any funds from or on behalf of any of the defendants.

(40) Any and all Bills of Sale issued or created as respects any test kits purchased by plaintiff, or any other customer.

(41) Any and all Bills of Lading issued or created as respects any test kits purchased by plaintiff, or any other customer.

(42) Any brokers that may be involved in the sale of any test kits, including without limitation: Ruth Countinho; and/or John Moran; and/or Dick Gray; and/or Alex Frazier; and/or Chris Cortese.

(43) Any of the matters in the Interrogatories served upon the Zekaria Defendants, or their responses thereto.

(44) Any of the responsive documents or other matters in the Document Requests served upon the Zekaria Defendants, or their responses thereto, and the responsive documents produced.

(45) Any and all facts and/or defenses that you or any of the other defendants intend to rely upon in this proceeding.

(46) All documents that the Sternberg Defendants or any other defendant intend to rely upon in this proceeding.

(47) Any transactions or delivery or sale or use or other dealings involving any marijuana supplied to Zekaria by or on behalf of Gross.

(48) Any and all documents relating to any of the aforesaid items.

In addition to the aforesaid, the matters to be inquired into include: (A) the claims and allegations in plaintiff's Complaint, as amended; and (B) the claims and allegations in any Third-

Party Complaints filed in this lawsuit; and (C) any and all defenses or counterclaims which you or any defendants have or may have to any of plaintiff's claims or allegations; (D) any and all facts that support any of the Third-Party Complaints; (E) any and all defenses or counterclaims that you or any of the defendants may have to the Third-Party Complaints or Cross-Claims; (F) the documents to support any of plaintiff's claims and allegations; (G) the documents to support any of the defenses or crossclaims of the Zekaria Defendants or any other defendant to plaintiff's claims; (H) the documents which support any of the Third-Party Complaints; (I) all areas set forth in any of plaintiff's Document Requests or Interrogatories directed to the Zekaria Defendants or any other of the defendants; (J) all facts any of the Zekaria Defendants or any other defendant intends to rely upon in this case; (K) all documents the Zekaria Defendants or any other defendant intends to use as evidence or an exhibit in this case; and (L) all damages any defendant claims or may claim in this case, and the calculation of such damages, and any and all documents in support of such damages claim or calculation.

TAKE FURTHER NOTICE that, pursuant to Rule 30(b)(6) of the Federal Rules of Civil Procedure, S&Z is required to designate one or more officers, directors, managers, members, managing agents or other persons who agree to testify on its behalf, and to set forth, for each person so designated , the matters on which each such person will testify, pursuant to Nos. (1) through (48) above, and (A) through (L) above, which designation is to be served upon undersigned counsel reasonably in advance of (and no later than one week prior to) the scheduled deposition(s).

TAKE FURTHER NOTICE that, pursuant to Rules 30(b)(2) and 34 of the Federal Rules of Civil Procedure, each of the Zekaria Defendant deponent(s) are instructed to bring with them to their deposition: (i) the actual bank records for any account(s) into which you received any funds from any of the Sternberg Defendants, whether directly or indirectly; and (ii) all of the aforesaid

documents referred to above in this Deposition Notice, including, but not limited to, those requested in Plaintiffs' Document Requests or Interrogatories previously directed to and served upon the Zekaria Defendants or any of the other Defendants or required or agreed to be produced by Court Order; and (iii) all of the documents the Zekaria Defendants or any other defendant intends to introduce as an exhibit or into evidence in support of any defenses asserted to plaintiff's claims and allegations set forth in the Complaint (as amended); and (v) all of the documents the Zekaria Defendants or any other defendant intends to introduce as an exhibit or into evidence in support their claims or defenses or the allegations set forth in any of the claims made by you against any other defendant, or by any other defendant against you.

LIGHTMAN & MANOCHI

BY: /s/ Gary Lightman
GARY P. LIGHTMAN, ESQUIRE
garyl@lightmanlaw.com

Date: March 8, 2024

Attorneys for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**AMERICAN ENVIRONMENTAL
ENTERPRISES, INC., d/b/a
THESAFETYHOUSE.COM,**

Plaintiff,

v.

**MANFRED STERNBERG, ESQUIRE
and MANFRED STERNBERG &
ASSOCIATES, PC, and CHARLTON
HOLDINGS GROUP, LLC,
and SHLOMO GROSS a/k/a SAMUEL
GROSS and GARY WEISS and
ASOLARDIAMOND, LLC d/b/a
ASOLAR, LLC and DAPHNA
ZEKARIA, ESQUIRE and SOKOLSKI
& ZEKARIA, P.C.**

Defendants.

CIVIL ACTION

No. 2:22-CV-0688 (JMY)

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date shown below he caused to be served a true and correct copy of the foregoing Notice of Oral Deposition of the Zekaria Defendants via email, as indicated, upon the following persons at the following addresses:

Samuel Gross
Charlton Holdings Group, LLC
78 Buckminster Rd.
Rockville Center, NY 11570
charltonholdinggroupllc@aol.com
Scg1212@gmail.com
publicdiamonds@gmail.com
Samrosinc@icloud.com

Pro Se Defendant

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Attorneys for the Sternberg Defendants

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Attorneys for the Zekaria Defendants

Date: March 8, 2024

Gary Weiss (pro se)
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wgary4109@gmail.com and
monipair@aol.com

Defendants Gary Weiss
and ASOLARDIAMOND, LLC

LIGHTMAN & MANOCHI

BY: /s/ Gary Lightman
GARY P. LIGHTMAN, ESQUIRE

Attorneys for Plaintiff